

## **Bloom Recyclers Coloring Contest Sweepstakes 11-19 (the “Sweepstakes”) Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. PARENT OR GUARDIAN CONSENT REQUIRED TO ENTER. MANY WILL ENTER, FEW WILL WIN.**

**This Sweepstakes is governed exclusively by the laws of the State of Utah. You are not authorized to participate in the Sweepstakes if you are not located within the states of Idaho, Montana, Nevada, Utah, and Wyoming.**

### **1. DATES OF SWEEPSTAKES**

Sweepstakes begins at 9:00 AM Mountain Time (“MT”) on November 1, 2019 and ends at 5:01 PM MT on December 2, 2019 (the “**Sweepstakes Period**”).

### **2. ELIGIBILITY**

Sweepstakes is open only to legal residents of the states of Idaho, Montana, Nevada, Utah and Wyoming, who are between the ages of 0 (**just born**) to seventeen (**17**) years of age as of the date of entry (the “**Entrant**”). Void outside of the states of Idaho, Montana, Nevada, Utah, and Wyoming, and where prohibited, taxed or restricted by law. Officers, directors, managers, and employees of Bloom Recyclers, LLC (the “**Sponsor**”), and each of its respective parents, subsidiaries, affiliates and related companies and their respective advertising and promotion agencies, consultants and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this Sweepstakes (collectively the “**Sweepstakes Entities**”) are not eligible to participate. “**Immediate family member**” shall be deemed to mean husband, wife, children, mother, father, sister, sister in-law, brother or brother in-law. Sweepstakes may only be entered in or from the states of Idaho, Montana, Nevada, Utah, and Wyoming, and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply.

### **3. HOW TO ENTER. There are two (2) ways to enter:**

**(i) IN-PERSON:** To enter in-person, deliver the completed entry form in its entirety including: child’s artwork, child’s age, child’s name, parent/guardian’s phone number, parent/guardian’s name, parent/guardian’s email address, parent/guardian’s mailing address, and by parent/guardian’s signing the legal terms/release/disclosure to Bloom Recyclers Kids Art Contest at 690 W Exchange Road, Ogden, UT 84401. All in-person entries must be received by December 2, 2019 at 5:01 PM. Each in-person entry is considered an entry into the Sweepstakes. No mechanical reproductions will be accepted. Entries must contain all entry fields outlined above; otherwise, they are void and will not be eligible to win.

**(ii) WRITE-IN:** In an envelope, provide the completed entry form in its entirety including: child's artwork, child's age, child's name, parent/guardian's phone number, parent/guardian's name, parent/guardian's email address, parent/guardian's mailing address, and by parent/guardian's signing the legal terms/release/disclosure to receive an entry into the Sweepstakes and mail with proper postage to, "Bloom Recyclers Coloring Contest Sweepstakes 11-19" 690 W Exchange Road, Ogden, UT 84401. All write-in entries must be postmarked by December 2, 2019 and received by December 9, 2019. Each envelope is considered an entry into the Sweepstakes. No mechanical reproductions will be accepted. Write-in entries must contain all entry fields outlined above; otherwise, they are void and will not be eligible to win.

Regardless of the entry method used to enter the Sweepstakes, there is a limit of one **(1)** entries per Entrant for the entire Sweepstakes Period. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant's entry and that Entrant may be disqualified from the Sweepstakes. Entries submitted by anyone other than the Entrant and Entrant's parents/guardian are void. In case of dispute as to the identity of any Entrant, entry will be declared made by the registered name and address on such entry. Any potential prize winner may be requested to provide Sponsor with proof that such person is the prize winner.

All entry forms must be signed by the Entrant's parent/guardian. By signing, parents/guardians grant permission for their children's artwork, first name, and photo to be put online. By submitting an entry, the Entrant's adult representative certifies that the entry submitted is entirely original, takes any and all legal responsibility for breaches of copyright caused by plagiarism, and assumes all liability for the Entrant and indemnifies Bloom Recyclers in respect of all matters related to the entry.

All entries must be the Entrant's original, unpublished, and previously unproduced work. If Bloom Recyclers is notified that any element of an Entrant's entry infringes upon the rights of another person, the entry will be disqualified from the contest. No substitutions or new versions of submission will be accepted under any circumstances once the original entry is submitted for consideration.

Neither Sponsor nor any Sweepstakes Entity is responsible for any entry that is lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, postage-due, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor or Sweepstakes Entity.

#### **4. DRAWING/ODDS**

On or about December 15, 2019, potential prize winners will be selected in a random drawing from all eligible entries received by the Sponsor. Odds of winning depend on the number of eligible entries received for the Sweepstakes. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which will be final and binding in all matters relating to the Sweepstakes

## **5. PRIZES**

**GRAND PRIZE:** 1 (one) Grand Prize will be awarded, consisting of 1 (one) check made to the child for \$40 (forty) USD and 1 (one) Bloom's earth plush (ARV \$20 USD) with the combined approximate retail value ("ARV") of \$60 USD (the "**Grand Prize**").

Total ARV of all Grand Prizes is \$60.00 USD.

## **6. PRIZE RESTRICTIONS**

**Limit of one (1) prize per person/household.** All prizes are non-transferable or assigned and no substitutions or cash redemptions; except at Sponsor's sole discretion or as otherwise provided herein. Sponsor will not replace any lost or stolen prizes. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. Each prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on his/her income. No more than the stated number of prizes set forth in these Official Rules will be awarded. Potential prize winners consent to the use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation.

Prize winners from the immediate prior three (3) months, who have won a prize valued at Fifty Dollars (\$50) or more, for any Sponsor sweepstakes or contests are ineligible to enter the Sweepstakes. Example #1: If Suzy wins a sweepstakes in January 2017, she will be ineligible to enter until May 2018. Prize winners from the immediate prior month, who have won a prize valued at Twenty Dollars (\$20) or more, for any Sponsor sweepstakes or contests are ineligible to enter the Sweepstakes. Example #2: If Suzy wins a sweepstakes in January 2017, she will be ineligible to enter until March 2017.

## **7. NOTIFICATIONS/CLAIMS**

**GRAND PRIZE:** Potential Grand Prize winners winning a Grand Prize must physically redeem their prize by physically going to Sponsor's headquarters, located at 690 W Exchange Road, Ogden, UT 84401 during normal business hours within two (2) weeks from the drawing date. Winner will be notified by telephone, email, or social media account used to submit entry within five (5) days following selection of the Grand Prize winner. Sponsor shall have no liability for Grand Prize winner's failure to receive notices due to spam, junk e-mail or other security settings or for Grand Prize winner's provision of incorrect or otherwise nonfunctioning contact information. Grand Prize winner will be required to sign

(except where prohibited) a Liability/Publicity Release. If the Grand Prize winner cannot be contacted within seventy-two (72) hours after attempted initial contact from Sponsor, is ineligible, fails to claim the prize by physically picking up the prize at Sponsor's office headquarters, located at 690 W Exchange Road, Ogden, UT 84401, within two (2) weeks from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Grand Prize winner selected from the remaining eligible entries received. If the alternate Grand Prize winner cannot be contacted within seventy-two (72) hours after attempted initial contact from Sponsor, is ineligible, fails to claim the prize by physically picking up the prize at Sponsor's office headquarters, located at 690 W Exchange Road, Ogden, UT 84401, within two (2) weeks from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the alternate Grand Prize winner will be disqualified and the Grand Prize will not be awarded. Alternate Grand Prize winner will abide by same rules as original Grand Prize winner.

Receipt by Grand Prize winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations. No compensation will be provided for any prizes that are not able to be awarded to a prize winner.

## **8. CONDITIONS**

This Sweepstakes is conducted in English. In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules and the English Abbreviation rules or other statements contained in any Sweepstakes-related materials, including, but not limited to: any entry form, survey, the Spanish version of these Official Rules and the Abbreviated Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English Official Rules shall prevail, govern and control. All federal, state and local taxes are the sole responsibility of the prize winners. By participating in this Sweepstakes, Entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Sweepstakes any Entrant it believes has violated these Official Rules and verify eligibility of Entrants. Any submission that is considered Sponsor at its sole and absolute discretion to be objectionable, in whole or in part, will be disqualified and will not be eligible for entry. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules. By participating in this Sweepstakes, Entrants, and prize winners release the Sponsor and each and all of the Sweepstakes Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of any prize awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. All Sweepstakes materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain

printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Sweepstakes materials submitted to Sponsor. In the event any portion of this Sweepstakes is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes or this Sweepstakes, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Sweepstakes. Winning a prize constitutes permission for Sponsor and its agencies to use prize winners' and prize winner's parent/guardian's names, addresses (city & state), photo, publication of artwork, voices and/or likenesses for purposes of advertising, promotion and publicity, for this Sweepstakes and other sweepstakes and promotional activities, without further compensation, unless prohibited by law. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date to award prizes.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

## **9. NO LIABILITY**

By participating, Entrants and prize winners agree to release, discharge, indemnify and hold harmless the Sponsor, the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives and agents (collectively, the "**Released Parties**") from and against any claims made by any Entrant, prize winner, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Sweepstakes

**10. USE OF DATA** Sponsor will be collecting personal data about Entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.bloomrecyclers.com/privacypolicy.html>. By participating in the Sweepstakes,

Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

#### **11. WINNERS LIST**

To obtain a list of Grand Prize Winners visit <https://www.bloomrecyclers.com/blog.html> or send a self-addressed, stamped envelope to be received by December 10, 2019 to: The Bloom Recyclers Coloring Contest Sweepstakes 11-19, Official Rules Request, 690 W Exchange Road, Ogden, UT 84401.

#### **12. SPONSOR**

Bloom Recyclers, LLC.

This Sweepstakes shall not be published without the written permission of the Sponsor.

#### **13. OTHER INFORMATION**

In no way is the Sweepstakes affiliated, sponsored, endorsed, administered by, or associated in any way with Facebook, Instagram, or other social media sites. Entrants agree to completely release Facebook, Instagram, or other social media sites from all liability and mishaps in the relation to the Sweepstakes.

#### **RULES**

To view the official rules please visit <http://www.bloomrecyclers.com/official-rules.html>